



Illinois-American Water Company

300 No. Water Works Dr. • P. O. Box 24040 • Belleville, IL 62223-9040 • (618) 236-1180 • FAX (618) 236-1186
or (618) 236-1547

MARY G. SULLIVAN
Associate Corporate Counsel
Direct Dial 618-239-2230
email: mgsulliv@illinoisamerican.com

September 15, 2003

Via UPS Overnight

Ms. Jody Kimbrell
Kimbrell Realty, Inc.
6608 N. University Street
Peoria, IL 61614

Re: Kimbrell Realty Inc. vs. Illinois-American Water Company
Docket No. 03-0304

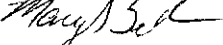
Dear Ms. Kimbrell:

Enclosed please find Illinois-American Water Company's responses to your second data requests submitted on August 21, 2003.

Thank you.

Very truly yours,

ILLINOIS-AMERICAN WATER COMPANY

By: 
Mary G. Sullivan
Associate Corporate Counsel

MGS:pab
Enclosures

cc: K. F. Hillen

ILLINOIS-AMERICAN WATER COMPANY

RESPONSE TO KIMBRELL REALTY, INC.

DATA REQUEST NUMBER 3.1

Person Responsible:	Kevin F. Hillen
Title:	Manager-Northern Division
Phone No.:	309-671-3701
Date Received:	August 21, 2003
Docket No.:	03-0304

3.1. When were the University St hydrants installed (including the one on our (Jeth Court) upper lot--14-17-126-017) and water lines running under our property (Jeth Court) to both International Place and Gaslight.

RESPONSE To the best of the Company's knowledge, following is the summary of the time line of infrastructure installation:

1960 - A 16-inch concrete water main on University Avenue was installed extending from Northmoor Road to Altorfer Road, along the then west side of University Avenue. [Note: a portion of this main is now on the east side of University due to road relocation in the 1980 to 1982 time frame.] That main is still in service today.

1967 - Public hydrants were installed on west side of University between Jeth Court and Teton Drive. These hydrants are identified as C3070 and C3071. In response to data request #3, the Company had stated that the hydrants were installed in 1969. Upon closer review, it appears the hydrants were installed in 1967. Both hydrants were relocated and replaced in 1980 in conjunction with the University Avenue road project.

1969 - A combined 8-inch fire/domestic connection was installed for 6516 North University Avenue (Gaslight Apartments).

1973 - A combined 8-inch fire/domestic connection was installed for Jeth Court Apartments, which reduces to a 6-inch private combined main on Jeth Court Apartment property.

1976 - Five public fire hydrants were installed along the west side of University Avenue between Northmoor Road and the area now occupied by Gaslight Apartments, 6516 University Avenue. These five hydrants are designated as C3563, C3564, C3565, C3566, and C3567.

1976 - A combined 8-inch fire/domestic connection was installed for 6500 North University Avenue (International Place Apartment Complex).

1980 - The two hydrants (C3070 and 3071) that were installed in 1967 were relocated and replaced in late 1980 in advance of the University Avenue road work.

1981 - A hydrant (C3567) was relocated and replaced in 1981 because of the road work. The hydrant was moved about 30 feet east of its original installation location to place it on the east side of University Avenue. The Company believes this hydrant lies on tax parcel 14-17-126-017.

1980-1982 - In the area of the Gaslight and International Place apartment complexes, University Avenue was realigned significantly to the west. The right-of-way was shifted in the area in question so much so that some of the main previously on the west side of University Avenue in the area in question now lies under the easterly side of the street. The 16-inch transmission main traverses under the University Avenue pavement twice - once south of International Place apartments and again near Jeth Court. In the section of the main at Gaslight and International Place apartments, the hydrant and fire service connections lie east of the University Avenue right-of-way and some hydrants are on what is now private property. This property was previously public right-of-way, but was vacated in October 1982 by Peoria County Board Resolution, which is recorded under Document No. 82-16199 in the Peoria County Courthouse. A copy of this Resolution is attached to this response. This Resolution reserved a right-of-way for future maintenance, renewal or reconstruction of all then existing public facilities.

In the Company's responses to earlier data requests, the Company was referring to hydrant C3070 when it described a hydrant on the west side of University Ave.

ILLINOIS-AMERICAN WATER COMPANY

RESPONSE TO KIMBRELL REALTY, INC.

DATA REQUEST NUMBER 5.1

Person Responsible:	Kevin F. Hillen
Title:	Manager-Northern Division
Phone No.:	309-671-3701
Date Received:	August 21, 2003
Docket No.:	03-0304

5.1. As it [Illinois-American tariff] shows \$14 per month for private service does NOT state what is charged to individual addresses, which according to Kimbrell Realty bill is approx. \$3.00 per month.

RESPONSE See response to data request #2.1. There are two separate tariffs at issue. The first is the private fire connection and the second is the metered usage charges, consisting of three components. Please see tariff sheets attached to Request 2.1.

ILLINOIS-AMERICAN WATER COMPANY
RESPONSE TO KIMBRELL REALTY, INC.

DATA REQUEST NUMBER 6.1

Person Responsible:	Kevin F. Hillen
Title:	Manager-Northern Division
Phone No.:	309-671-3701
Date Received:	August 21, 2003
Docket No.:	03-0304

6.1. Question was to flow capacity through the private service @ Illinois-American Water uses the fire service line as flow to each unit and charges each unit for water usage and provides the amount to Peoria Sanitary District for sewer usage charges. Since they charge for amount of water, they should be able to remit the amount of water flows through the line.

RESPONSE In its response to data request #6, submitted previously, the Company replied with regard to fire flow capacity. As stated before, the Company does not test fire flow through private fire hydrants. In this follow-up data request, it appears that the question is equating capacity with usage. The water main is a combined service for fire and domestic usage. The system is designed to be able to have significant capacity for fire protection. However, normal day-to-day domestic usage will be substantially below this fire capacity design.

Assuming that the question is with regard to individual usage within the separate apartment units of Jeth Court, and not fire flow protection, the Company believes that it cannot provide usage data for the individual apartments. The Company believes that it has an obligation to protect the privacy rights of its customers. Therefore, it is the Company's policy not to provide customer account information, without a written release from the customer or a subpoena requiring the Company to produce this information.

However, the Company reviewed the average monthly usage for the separate units in Jeth Court and determined that in the last ten months, the separate units in Jeth Court have had an average domestic usage of 2,692.8 gallons per month.

ILLINOIS-AMERICAN WATER COMPANY

RESPONSE TO KIMBRELL REALTY, INC.

DATA REQUEST NUMBER 2.1

Person Responsible:	Kevin F. Hillen
Title:	Manager-Northern Division
Phone No.:	309-671-3701
Date Received:	August 21, 2003
Docket No.:	03-0304

2.1. How are they (the Gaslight and International Place apartment complexes) being assessed for fire services? Both complexes (Gaslight and International Place apartment complexes) only carry ONE street address while my complex carries 45 addresses plus 4 45--JETH Ct 4--University St each getting monthly fire service charges PLUS a \$15/month charge.

RESPONSE There are two separate tariffs at issue. The first tariff for private fire service is \$14.00 per month for a six-inch connection (the tariff increased to \$20.00 a month effective August 15, 2003). For an eight-inch fire service connection, as Gaslight and International Place complexes have, the tariff rate is \$25.00 per month (effective August 15, 2003, the tariff rate is \$39.00 per month). See attached Tariff No. 22, Sheet No. 2.

The second tariff for what is termed "domestic service" is applicable to all metered customers. A metered customer may mean one residence or one master meter may serve multiple units as in the case of Gaslight and International Place apartment complexes. Under this tariff, a customer's bill has three components:

- (a) A meter charge component that is dependent upon the size of the meter. This charge is paid even if no water is used;
- (b) A use charge component, which is based upon the amount of water used; and,
- (c) A public fire protection component.

Please see attached Tariff No. 22, Sheets, 1 and 3. If an apartment complex is master metered, then the complex as a whole is billed for water usage, meter size and public fire charge. But if the apartments are individually metered, as in the case of Jeth Court, each metered customer will be billed for meter size, usage and public fire.

The meter, usage charge and public fire protection charge are the same throughout the City of Peoria. These rates apply to all customers located within Illinois-American's Peoria District regardless of whether the customer has a separate private fire connection service or not. In order to better explain the service differences, copies of pages from the Company's Rules and Regulations on file with and approved by the Commission are attached. The rules regarding private fire service are contained on Sheets Nos. 32-36. Terms and conditions of billing are contained on Sheets Nos. 46 and 47. Rules regarding public fire hydrants are contained on Sheet Nos. 63 and 64. Each of these sheets is attached.

APPLICABLE TO ALL TERRITORY SERVED EXCLUDING THE LINCOLN DISTRICT (T)

CLASSIFICATION OF SERVICE

PRIVATE FIRE SERVICE

Available For

Private Fire Service in the areas indicated, except where service is provided under the terms and conditions of agreements approved by the Commission.

Monthly Rates

The rates for Private Fire Service are based upon the size of the service, and no additional charges will be made for fire hydrants, sprinklers, hose connections, or standpipes connected to and supplied by such private fire services.

<u>Size of Service</u>	<u>Southern Division</u>	<u>Pekin District</u>	<u>Peoria District</u>
2 1/2-inch Diameter & smaller	\$ 5.00	\$12.00	\$ 5.00
3-inch Diameter	6.00	12.00	6.00
4-inch Diameter	8.00	12.00	8.00
6-inch Diameter	14.00	27.00	14.00
8-inch Diameter	25.00	47.00	25.00
10-inch Diameter	41.00	74.00	41.00
12-inch Diameter	64.00	107.00	64.00
16-inch Diameter	130.00		130.00

Available For

Private Fire Service in the territory served by the Company, excluding the Lincoln District, except where service is provided under the terms and conditions of agreements approved by the Commission. (T)
(T)

Fire hydrants on private property for fire protection with fittings for hose, not over 2-1/2-inches in diameter, but including steamer nozzle, and not served by a regular fire service connection.

<u>Southern Division</u>	<u>Pekin District</u>	<u>Peoria District</u>
\$ 14.00	\$ 27.00	\$ 14.00

Issued: February 27, 2003

Effective: April 13, 2003

Issued by: T. L. Gloriod, President
300 North Water Works Drive
Belleville, Illinois 62223

ILLINOIS-AMERICAN WATER COMPANY
CHICAGO, ILLINOIS

ILLINOIS-AMERICAN WATER COMPANY
All Districts
WATER SERVICE

Ill. C. C. No. 22
Seventh Revised Sheet No. 1
Cancelling Fifth Sheet No. 1

APPLICABLE TO ALL TERRITORY SERVED

CLASSIFICATION OF SERVICE

METERED GENERAL WATER SERVICE

Available For

Residential, Commercial, Industrial and Public Service in all territory served by the Company in Illinois, except where service is provided under the terms and conditions of agreements approved by the Commission.

Customer Charge

All metered general water service customers shall pay a Customer Charge based on the size of meter installed (or multiple meters installed--in which case, the charge is based on the total of all meters installed).

Size of Meter	Monthly				
	Southern Division	Pekin District	Peoria District	(T)	
5/8"	\$ 11.52	\$ 10.50	\$ 11.52	(I)	(I)
3/4"	14.65	12.50	14.65	(I)	(I)
1"	21.38	20.50	21.38	(I)	(I)
1-1/2"	47.46	45.50	47.46	(I)	(I)
2"	73.53	70.50	73.53	(I)	(I)
3"	141.33	135.50	141.33	(I)	(I)
4"	235.20	225.50	235.20	(I)	(I)
6"	464.66	445.50	464.66	(I)	(I)
8"	741.05	710.50	741.05	(I)	(I)

Available For

Residential, Commercial, Industrial and Public Service in the areas indicated, except where service is provided under the terms and conditions of agreements approved by the Commission.

Meter Rates

The following shall be the rates for monthly usage and are in addition to the Customer Charge provided for above:

	100 Cubic Feet Per Month	Rate per 100 Cubic Feet				
		Southern Division	Pekin District	Peoria District	(I)	(I)
For the first 30	30	\$2.1870	\$1.3670	\$2.1870	(I)	(I)
For the next 570	570	1.5880	0.5200	1.5880	(I)	(I)
For the next 12,400	12,400	1.1870	0.5000	1.1480	(I)	(I)
For all over 13,000	13,000	1.1410	0.3800	0.9820	(I)	(I)

	1,000 Gallons Per Month	Rate per 1,000 Gallons				
		Southern Division	Pekin District	Peoria District	(I)	(I)
For the first 23	23	\$2.9160	\$1.8227	\$2.9160	(I)	(I)
For the next 427	427	2.1173	0.6933	2.1173	(I)	(I)
For the next 9,300	9,300	1.5827	0.6667	1.5307	(I)	(I)
For all over 9,750	9,750	1.5213	0.5067	1.3093	(I)	(I)

Issued: February 16, 2001

Effective: February 21, 2001

Issued by: T. L. Gloriod, President
300 North Water Works Drive
Belleville, Illinois 62223

(T)

Issued Pursuant to Order in Docket No. 00-0340

CLASSIFICATION OF SERVICE

PUBLIC FIRE SERVICE

FOR METERED GENERAL WATER SERVICE

Available For

Public Fire Service in the areas indicated, except where service is provided under the terms and conditions of agreements approved by the Commission.

Monthly Charge

All metered general water service Customers located in a municipality or fire protection district in which public fire hydrants are connected to Company's water mains shall pay a Public Fire Service Charge in the amount as set forth below, such charge being in addition to the rates and charges set forth elsewhere in this tariff for metered general water service.

Municipality or Fire District

	<u>5/8"</u>	<u>3/4"</u>	<u>1"</u>	<u>1-1/2" & Larger</u>
<u>Alton District</u>				
City of Alton	\$1.75	\$2.63	\$4.38	\$ 8.75
Godfrey Fire District	1.35	2.03	3.38	6.75
Quarry Elsah Fire District	2.41	3.62	6.03	12.05
Fosterburg Fire District	1.45	2.18	3.63	7.25
<u>Cairo District</u>				
City of Cairo	\$4.88	\$7.32	\$12.20	24.40
<u>Pekin District</u>				
City of Pekin	\$2.40	\$3.60	\$6.00	\$12.00
Normandale Fire District	2.02	3.03	5.05	10.10
Brush Hill Fire District	3.50	5.25	8.75	17.50
Schaeferville Fire District	3.25	4.88	8.13	16.25
Tremont Fire District	3.66	5.49	9.15	18.30
<u>Peoria District</u>				
City of Peoria	\$2.62	\$3.93	\$6.55	\$13.10
Village of Bartonville	2.07	3.11	5.18	10.35
Limestone Fire District	1.32	1.98	3.30	6.60
Tuscarora Fire District	5.60	8.40	14.00	28.00
West Peoria Fire District	1.07	1.61	2.68	5.35
Dunlap Fire District	3.99	5.99	9.98	19.95
Chillicothe Fire District	1.57	2.36	3.93	7.85
Logan-Trivoli Fire District	.96	1.44	2.40	4.80

Issued: February 27, 2003

Effective: April 13, 2003

Issued by: T. L. Gloriod, President
300 North Water Works Drive
Belleville, Illinois 62223

FEB 27 2003

ILLINOIS-AMERICAN WATER COMPANY
GALFORD OFFICE

4. SPECIAL APPLICATIONS FOR WATER SERVICE (Cont'd.)

- (B) Whenever a Company service pipe installation must be made or removed upon retirement for temporary service, for private fire service, or for a combination of general water service and private fire service, the Applicant shall reimburse the Company for the entire cost of same, including both direct and overhead costs, offset by any applicable salvage value.

5. DENIAL OF SERVICE

- (A) The Company may deny service to an Applicant as long as the Applicant owes the Company for a past due amount for water service of the same class (i.e. residential, commercial, or industrial) furnished to Applicant at the same or another address. A bill for a commercial account will not be transferred to a residential account, and vice versa, nor will the bill for another form of utility service be transferred to an account for water service (e.g. sewer).
- (B) Service will not be denied for non-payment of bills for merchandise or non-utility services. Unless otherwise specified by the Customer, payments received by the Company which are insufficient to cover the total amount of the bill rendered for utility service and/or merchandise, and/or non-utility service, shall be credited first to the Customer's account covering utility services.

6. WATER FOR BUILDING AND CONSTRUCTION PURPOSES

Water for building and construction purposes will be furnished by meter measurement. A security deposit shall be required, to be refunded upon return of the meter in satisfactory condition.

→ 7. PRIVATE FIRE SERVICE

- (A) Private fire service shall be installed only upon request in writing and after the approval by the Company. Service will be subject to the terms and conditions contained in, the "Application for Private Fire Service," a copy of which is on file in the Company's office. All Applications for private fire service shall also be submitted to the Chief of the Fire Department having jurisdiction, or his/her designee, and a written acknowledgment thereof shall be provided to the Company.

Issued: February 27, 2003

Effective: April 13, 2003

Issued By: T. L. Gloriod, President
300 North Water Works Drive
Belleville, Illinois 62223

FEB 27 2003

ILLINOIS-AMERICAN WATER COMPANY
CHIEF OF FIRE DEPARTMENT

7. PRIVATE FIRE SERVICE (Cont'd.)

- (B) Application for private fire service will not be approved unless there is suitable water volume and pressure, subject to the terms and conditions in the Application, available in the distribution main abutting the premises to be supplied by such service.
- (C) The Applicant shall furnish, attach, and make a part of the Application, three complete sets of plans sealed by an Illinois licensed professional engineer or National Institute for Certification in Engineering Technology ("NICET") graduate who has attained a level III designation in fire protection engineering technology, which shall certify that such plans conform with all applicable plumbing and fire codes showing the pipes, valves, sprinkler systems, hosing outlets, back flow prevention devices, hydrants and all connections, standpipes, tanks, pumps, openings and appurtenances contemplated in the Application. Such plans must also show any other water supply system and pipelines and appurtenances which may exist on the premises. Such Engineer or NICET graduate shall also furnish a statement, with supporting calculations based on fire flow test data provided by the Company, that the proposed fire protection system includes a fail-safe cut-off switch or similar device within such system which will not allow the pressure in the Company mains to be reduced below 20 psi at any time during the operation or testing of the fire protection system.
- (D) The Company shall determine the location of any new connections made to its distribution mains for private fire service. The Company shall, at the Customer's sole cost and expense, install and maintain the tapping sleeve, valve and valve box, and fire service pipe from the distribution main to the property line or Company easement line of the premises served by such fire service.
- (E) After the commencement of private fire service, the Customer must obtain, in advance, the written approval of the Company for any change, alteration, or addition in the fixtures, openings, and uses specified in the Application.
- (F) The supply of water received by Customer during times of fire on the Premises for which private service is provided, shall be such supply as is available from the Company's distribution main and no other or greater supply. The Company shall not be considered in any manner an insurer of property or persons, or to have undertaken to extinguish fire or to protect any Customer, persons, or property

Issued: February 27, 2003

Effective: April 13, 2003

Issued By: T. L. Gloriod, President
300 North Water Works Drive
Belleville, Illinois 62223

FEB 27 2003

ILLINOIS-AMERICAN WATER COMPANY
CUSTOMER SERVICE

7. PRIVATE FIRE SERVICE (Cont'd.)
(F) (Cont'd.)

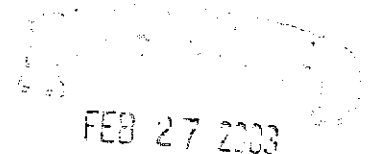
against loss or damage by fire or otherwise, and it shall be free and exempt from any and all liability on account of any injury to property or persons by reason of fire, water, failure to supply water, or pressure, or for any other cause whatsoever.

- (G) No pipe or fixtures connected with a private fire service served by the Company shall be connected with pipes or fixtures supplied with water from any other source, including, but not limited to, the general water service source supplied to the Premises, unless otherwise agreed, in writing, by the Company.
- (H) Unless otherwise provided in a written agreement between the Applicant and the Company, service lines for private fire service shall be distinct and separate from the general water service line. A private fire service connection is furnished for the sole purpose of supplying water for the extinguishment of fires, and the use of water from such a connection for any other purpose is absolutely forbidden, without the express written consent of the Company.
- (I) Where one service pipe is used for both general water service and private fire service, separate charges will be made for each type of use, in accordance with the applicable tariff, the charge for private fire service being based on the size of the unmetered service pipe supplying the premises, and that for general water service being based on the consumption through and the size of the meter or meters installed. The Company will make the connection to the water main. Installation and maintenance of the combination service pipe shall be at the expense of the Customer.
- (J) Private fire service shall be furnished through a line guarded by an approved fire line meter or detector device and cross-connection control device, as required by Section 24 which shall be furnished and installed by the Customer at Customer's cost and expense. The fire line meter or detector device shall be located at a point approved by the Company. The by-pass meter only, used with the detector device, shall be furnished, installed and maintained by the Company at its cost and expense.

Issued: February 27, 2003

Effective: April 13, 2003

Issued By: T. L. Gloriod, President
300 North Water Works Drive
Belleville, Illinois 62223



ILLINOIS-AMERICAN WATER COMPANY
GENERAL COUNSEL'S OFFICE


7. PRIVATE FIRE SERVICE (Cont'd.)

- (K) The rates for private fire service are based on the size of service and include only the water used for the extinguishment of fires and necessary for the testing of fire facilities on the Premises to which such service is provided. Unauthorized use of water for purposes other than those specified will render the Customer liable for the payment of a bill for each month of such unauthorized use equal to three (3) times the monthly customer charge set forth in the applicable tariff for metered service opposite the size of meter corresponding to the diameter of the private fire service (except that any size over eight inch (8") diameter shall be billed at three (3) times the Customer Charge for an eight inch (8") meter), and failure to discontinue such unauthorized use will result in the immediate discontinuance of service.
- (L) Under no circumstances shall anti-freeze or any other foreign substance be permitted in sprinkling systems.
- (M) The Customer's private fire service system shall be subject to the inspection, test, and approval of the Company before the service is made effective and at such times thereafter as may be deemed necessary or appropriate by the Company.
- (N) Hydrants and other fixtures connected with a private fire service system may be sealed by the Company, and such seals may be broken only in case of fire or as specially permitted by the Company for testing or other approved purposes, and the Customer shall immediately notify the Company of the breaking of any such seal.
- (O) Whenever a private fire service system is proposed to be tested, the Customer shall notify the Company at least one (1) week in advance of such proposed test, requesting approval of the day and hour when same is to be made, so that the Company's system will not be adversely affected, and further, so that, if desired, the Company may have an inspector present during the test, unless different notice period is specifically agreed to, in writing, by the Company and the Customer.
- (P) Private fire hydrants shall be painted any color other than that adopted by the Company for public fire hydrants.

Issued: February 27, 2003

Effective: April 13, 2003

Issued By: T. L. Gloriod, President
300 North Water Works Drive
Belleville, Illinois 62223


FEB 27 2003

ILLINOIS AMERICAN WATER COMPANY
WATER SERVICE

7. PRIVATE FIRE SERVICE (Cont'd.)

- (Q) When changes in the Customer's fire service pipe are deemed necessary by the Company, or by the Customer, as found reasonable by the Company, for any reason, the Customer shall request and allow the Company to make the required change in the Customer's fire service pipe, at the Customer's sole cost and expense. Only the Company shall make changes in the Customer's fire service pipe. The Customer shall not alter nor engage anyone other than the Company to alter the Customer's fire service pipe, unless the Company has consented, in writing, to a third party performing such alteration. If relocation is made necessary by improvement of a road or highway and the government agency performing such improvement is liable for the cost of such relocation, the Company will request such reimbursement and will not require payment by the Customer, should such reimbursement be made. The Company will make the connection to the water main. Installation and maintenance of the combination service pipe shall be at the expense of the Customer.

8. INSTALLATION AND MAINTENANCE OF GENERAL WATER SERVICE LINES

- (A) Where Company distribution mains are now or may hereafter be installed, the Company will, at its expense, install the Company Service Pipe, provided that the service pipe is required for the immediate and continuous supply of water for general water service to premises abutting such mains on a street, highway, or right-of-way in which such distribution mains are located.
- (B) Service pipes supplying a premises shall not pass through or across any premises or property other than that to be supplied, and no water pipes or plumbing in any premises shall be extended therefrom to adjacent or other premises.
- (C) The Company will make all connections to its distribution mains. To allow such connection, the Customer's Service Pipe shall be in conformance with the Illinois Plumbing Code.
- (D) The Company Service Pipe shall be furnished, installed, and maintained only by the Company and shall remain under its sole control and jurisdiction.
- (E) Service pipes for private fire service from the distribution main to the curb or property line shall be installed and maintained in accordance with Rule 7 herein.

Issued: February 27, 2003

Effective: April 13, 2003

Issued By: T. L. Gloriod, President
300 North Water Works Drive
Belleville, Illinois 62223

FEB 27 2003

ILLINOIS AMERICAN WATER COMPANY
CANCELED FIRST REVISED SHEET

15. SERVICE DEPOSITS (Cont'd.)
(III) (Cont'd.)

- (E) In any event, if there is a balance due the Customer when service is discontinued or terminated, it will then be immediately due and payable to the Customer without demand or notice from him.
- (F) When a refund is not deliverable on the first attempt, two additional attempts will be made by the Company to locate the person to whom the refund is due and to deliver the refund.

IV. Interest to be Paid on Cash Deposits.

Interest compounded at the annual rate prescribed by the Commission pursuant to 83 Ill. Adm. Code 280.70, will be paid on all Cash Deposits held (including previously accrued simple interest) by the Company in accordance with 83 Ill. Admin. Code Part 280.70(e)(2).

V. Final Disposition of a Deposit.

Unclaimed deposits will be disposed of by the Company consistent with the provisions of the Unclaimed Property Act, or any successor provision. (Such Act currently provides that after five (5) years any such unclaimed funds will be payable to the State.)

→ 16. TERMS AND CONDITIONS OF BILLING AND PAYMENT

- (A) Private fire service charges shall be payable monthly in advance.
- (B) Public fire service charges shall be payable as agreed in the Public Fire Service Agreement.
- (C) Bills for general water service by meter measurement shall be rendered and payable monthly, except in the Lincoln District where bills may be bi-monthly, and in all cases in arrears, for periods ending at such dates as may be determined by the Company.

Issued: February 27, 2003

Effective: April 13, 2003

Issued By: T. L. Gloriod, President
300 North Water Works Drive
Belleville, Illinois 62223

FEB 27 2003

ILLINOIS-AMERICAN WATER COMPANY
CANCELED FIRST REVISED SHEET NO. 46

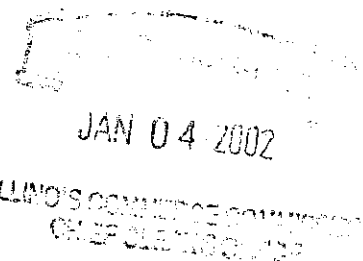
16. TERMS AND CONDITIONS OF BILLING AND PAYMENT (Cont'd.)

- (D) Items accruing as a direct result of general water or private or public fire service provided to a Customer, such as municipal franchise fees, public utility taxes, municipal tax additions, late payment charges, non-sufficient funds charges, shall be included in the Customer water bill and payable in arrears.
- (E) Special charges, such as service reconnection charges, and home inspection fees, shall be billed separately and be payable in advance or on demand.
- (F) All bills for water service are due and payable through payment methods established by the Company on or before the due date printed on the bills, and are considered delinquent if not paid by such date. For residential service, the due date printed on the bill will be not less than twenty-one (21) days after the date of the postmark, if mailed, or the date of delivery as shown on the bill if delivered by other means. For non-residential service, the due date printed on the bill will be not less than fourteen (14) days after the date of the postmark, if mailed, or the date of delivery as shown on the bill if delivered by other means.
- (G) If a customer has had their check for payment or their automatic debit returned or not recognized, due to insufficient funds ("ISF"), twice in the most recent twelve (12) month period, payment by check or automatic debit will not be accepted from such customer, for a period of twelve (12) months following such last ISF return.
- (H) All bills will be sent to the address entered in the Application unless the Company is notified in writing by the Customer of any change of address.
- (I) Customers are responsible for furnishing the Company with their correct addresses. Failure to receive bills will not be considered an excuse for nonpayment nor permit an extension of the date when the account shall be delinquent.
- (J) The Company will not be bound by bills rendered under mistake of fact as to the quantity of service rendered.

Issued: January 4, 2002

Effective: February 18, 2002

Issued By: T. L. Gloriod, President
300 North Water Works Drive
Belleville, Illinois 62223



25. EXTENSION OF DISTRIBUTION MAINS (Cont'd.)

(K) Requirements Prior to Company Installation of Mains:

Before distribution mains will be installed by the Company under a Water Main Extension and Deposit Agreement, the following conditions must specifically be met by the contracting party:

- I. The road surface shall be brought to the established subgrade, properly compacted; and
- II. The Applicant or depositor shall furnish the Company with a legally sufficient right-of-way agreement suitable in form to the Company, if such main extension or any part thereof is to be installed in other than dedicated public streets or highways. The decision to install the main in a dedicated public road or in an easement shall be solely the Company's.

→ 26. PUBLIC FIRE HYDRANTS

- (A) Any governmental unit or municipality with which the Water Company has a franchise or agreement covering public fire service shall have the right, unless otherwise provided in such agreement, upon the passage of a proper ordinance or resolution by the legally constituted authority of such governmental unit or municipality, to order the installation of additional public fire hydrants on existing Company-owned mains six inches (6") or larger in internal diameter at the Company's cost and expense, provided that the flows from such mains, as determined by the Company, are adequate to provide the required fire flows, and provided further that such governmental unit or municipality is responsible for payment (whether directly or through charges to Customers who reside in its territory) of the applicable public fire service charges.
- (B) Any governmental unit or municipality shall have the right to order the installation of fire hydrants on distribution mains required to be extended, subject to the terms and conditions of Rules 25 and 26(A) above.

Issued: January 4, 2002

Effective: February 18, 2002

Issued By: T. L. Gloriod, President
300 North Water Works Drive
Belleville, Illinois 62223

JAN 04 2002

26. PUBLIC FIRE HYDRANTS (Cont'd.)

- (C) All public fire hydrants shall be furnished, installed and maintained by the Company or public fire hydrants furnished or installed by Developer must be transferred to the Company, in accordance with the Company's developer installed main extension agreement and 83 Ill. Admin. Code Section 600.370 of the Illinois Commerce Commission rules.
- (D)
 - I. The use of fire hydrants shall be restricted to the taking of water for the extinguishment or attempted extinguishment of fires, and water shall not be taken from any fire hydrant for construction purposes, sprinkling streets, flushing trenches, sewers, or gutters, or for any other use, unless specifically authorized, in writing, by the Company as to the time, location, and use. No person shall open any fire hydrant, except for the legitimate purpose of extinguishing fires, without the advance consent of the Company, in writing.
 - II. Every unauthorized and/or unapproved use of any public fire hydrant shall subject the Customer utilizing such hydrant, whether a private individual or a business, to a charge of three (3) times the monthly Customer Charge set forth in the applicable tariff for the monthly Customer Charge for a six-inch (6") metered general water service. Should no Customer be responsible for such use, the Company retains the right to pursue any and all remedies it has under the law.
- (E) No hydrants shall be opened while a fire is burning or being extinguished except those actually used to fight the fire.
- (F) Any person opening a hydrant shall remain in the immediate vicinity and in control of the hydrant during the time the hydrant is open, and shall close the hydrant immediately after its use is no longer required.
- (G) Any governmental unit, and others who may be specifically authorized by the Company to operate fire hydrants, shall notify the Company after any hydrant has been opened.
- (H) Any expense for repairs or damage caused by persons operating fire hydrants, shall be paid for by such persons.
- (I) Any person operating a fire hydrant shall indemnify and save the Company harmless from any and all damage or liability, including any attorney's fees incurred by the Company in regard thereto, resulting from such operation.

Issued: February 27, 2003

Effective: April 13, 2003

Issued By: T. L. Gloriod, President
300 North Water Works Drive
Belleville, Illinois 62223

FEB 27 2003

ILLINOIS-AMERICAN WATER COMPANY
ST. LOUIS, MISSOURI

KIMBRELL REALTY, INC.
RESPONSE TO THE QUESTIONS
ANSWERED BY ILLINOIS-AMERICAN WATER

Docket No 03-0304

Responses furnished by Kevin Hillen--Manager Northern Division of Illinois-American Water.

1. Disclose how many fire hydrants are present within Gaslight & International Place Complexes. Data Request number 1

Although it is unknown about the actual availability of Gaslights water service and who actually owns it, International Place stated that they do not maintain nor own the water service in the complex and that the hydrants have been unusable since the sale, by the previous owner, the fmr Mayor of Peoria-Lowell Greives. This information was furnished when the current owner was offering the property for sale in 2001.

Illinois-American Water @ the fire Marshall of Peoria needs to provide the inspection dates of said hydrants in both complexes and attest to their usability by the fire department.

2. Data Request number 2

The question was what methods, which Illinois-American Water did not answer. As I have stated we are being double charged for fire service @ each of my units are individually addressed and are assessed individual charges via their water bill AND I am being charged again for fire service @ the \$15/month charge. Since both Gaslight & International Place units are not individually addressed, my question was How are they being assessed for fire service? both complexes only carry ONE street address while my complex carries 45 addresses plus 4 45--JETH Ct 4--University St each getting monthly fire service charges PLUS a \$15/month charge.

3. Question Number 3

The question was "When were the University St. hydrants installed including the one on our upper lot 14-17-126-017 and water lines running under our property to both International Place & Gaslight. The response is in error of what is actually there.

In 1969 there WAS a hydrant on the WEST side of University St. (actually known as State Aid Rt. 32) University St. (4 lanes) was installed between 1981 & 1986--the land that Illinois-American Water referred to as "University St. right of way" was actually dedicated

land and was vacated in 1982. The land should have returned to the original owner (School Dist 14 (Richwoods) but in 1958, it was sold to a private individual (including the dedicated land) and Jeth Court was built on it. The vacation was "overlooked" in the courthouse and remained unclaimed until 1998 when Michael & Jody Kimbrell purchased

Jeth Ct and claimed the land & to which both International Place & Gaslight paid for having the State taxpayers build a driveway across land that did NOT belong to them. There are no documents giving access for either complex, across the land nor are there any agreements for Illinois-American Water to place a hydrant or water lines under said property. According to Mr. Hillen IF the hydrant had been placed when he said it was, it would have been in the middle of State Aid Rt. 32. The hydrants, according to IDOT would have been placed in 1984, when construction of an illegal driveway occurred, unknowingly to them and Illinois American Water, both were placed on private property which should have been returned to the owner and agreements worked out by the parties. It did not happen partly because the fmr Mayor of Peoria Lowell Greives did not want his complex to front St. Mary's Rd (frontage point for both International Place & Gaslight) but desired a University St. address which netted him more than \$1 million dollars in additional value) settlement with encroachment Court doc 99-CH393 both International Place & Gaslight settled in court and paid restitution for encroachment Illinois-American has south hydrant & water lines under private property and has not settled their encroachment.

5. Number 5 Response

As it shows \$14 per month for private service does NOT state what is charged to individual addresses, which according to Kimbrell Realty bill is approx. \$3.00 per month.

6. Number 6 Response

Question was to flow capacity through the private service @ Illinois-American Water uses the fire service line as flow to each unit and charges each unit for water usage and provides the amount to Peoria Sanitary Dist for sewer usage charges. Since they charge for amount of water, they should be able to remit the amount of water flows through the line.

Jody Kimbrell, Broker
Kimbrell Realty, Inc.

STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION

In The Matter of the Formal Complaint
of Jody Kimbrell of Kimbrell Realty, Inc.

Docket No. 03-0304

REBUTTAL TO ANSWER OF ILLINOIS-AMERICAN WATER COMPANY
TO FORMAL COMPLAINT

JODY KIMBRELL of Kimbrell Realty, Inc. hereby rebuts to the answer, to the formal complaint, remitted by Illinois-American Water Company, by their attorneys Sue A.

Schultz and Mary G Sullivan, states:

3 That on October 5, 1997, Jody Kimbrell did execute an application for private fire service. That said fire service had been ongoing at the Jeth Court apartments since it was built in the early 70s. The private fire service was required, due to the fact NO fire hydrants existed along the public road now known as University St. The larger lines were required to insure safety for the occupants and buildings, in case of fire. An agreement was instituted and fee charged for service. When said Jeth buildings were constructed, individual hook-ups & addresses were assigned to each unit.

Since then, new larger flow hydrants have been installed along University St. and fire service fees were assessed to each unit. The hydrant, which is very close to the buildings, would be unusable if buildings were to catch fire.

As a county resident, I signed the agreement unaware of the facts concerning usage of the

fire hydrant, mainly because we do not have fire hydrants in the county, near my home.

It was at this time Illinois-American Water offered to "take-over" the water system in our complex, which I refused. The complex, known as Gaslight gave ownership to Illinois American Water of their water system and removed the hydrants in their complex. The closest hydrant to their buildings is the one located at Jeth Ct. It is too close for usage on our buildings BUT not theirs, if needed. The Fire Marshall wants this hydrant kept in place for that reason, which it can stay, BUT I do not feel I should have to pay to maintain a safety feature for them. Each of my units (45) pays a monthly fire service fee for the hydrant located on University St.

#9 The Chief of Fire Protection Department of the City of Peoria did state the hydrant was valuable for their use, but per the Fireman that reviewed the hydrant, he stated they would use the University St. hydrant for our buildings but would hook on to the Jeth Court hydrant if Gaslight needed service. The hydrant can stay I do not feel it is justified to charge me for a hydrant that would be used by the neighbor.

#11 The main service and shutoff boxes are my personal property. When Illinois-American Water personal came to the complex, they were beating the valves, tearing up the new blacktop and using extremely foul language when we told them to stop. When a tenant moves, a reading can be done by IAW and a shut-off has been installed inside the unit. This saves tremendous amount of wear and tear on a system that is pushing 30+ years old. The removable caps, to the outside valves can be removed also. My refusal to turn the system over to IAW is the reason they have been so nasty. When units are empty, the water is shut off inside the unit. Right now a \$117.00 bill, minimums that were charged

against a vacant unit(used as storage) was filed against my credit report. Reason stated by personal at IAW--the fee is to maintain the service and shut-off boxes-- considering I OWN the system, IAW charges me, even though the water was turned off. This has happened a number of times, which IAW has removed some of them, but not without me listening to the collection agency they use.

Since IAW can collect fees for water usage from each unit, are not responsible to maintain system and the city of Peoria can collect fees for fire service from each unit, plus I will keep the 70s hydrant available for safety purpose, I feel charging me twice, reflects a double dip by both IAW and the city of Peoria, and is unconstitutional for a government Department to collect and a State Commission to grant double fees to a Utility Corporation.

Respectively submitted,



Jody Kimbrell
Kimbrell Realty, Inc.
Jeth Court Rentals

Jody Kimbell

From: "Jody Kimbell" <jody513@bwsys.net>
To: <pbarnett@illinoisamerican.com>
Sent: Sunday, August 03, 2003 4:06 PM
Subject: Re: Kimbrell Realty Inc. - ICC Docket #03-0304

RESPONSE DIRECTED TO:

Mary G Sullivan
 Docket 03-0304

1) The fire department stated on 3 separate occasions that the fire hydrant would not be used IF our buildings were on fire, because it was too close to them for safety of their firemen @ 5' from 2 buildings on fire and you expect a fireman to hook on to this?

1st summer 1998 when we did not own the middle building @1308 - 1322 Jeth Ct I was at odds with the owner to which we had fenced off the parking lot The fire department had been called (one of the tenants in that building had overdosed on drugs--and the fireman who had come told us that the fence had to be removed for safety purposes and that the fire hydrant would NOT be used because the new one at the end of the driveway had better flow (he didn't even have a hose that would fit it--telling us if they were to back flush we needed to buy a hose.)

2nd fall 1999 Illinois American Water threatened us they would turn off the water because that same slum owner had bad boxes (plus pipes--HW heaters--drains--fixtures, etc etc etc) He sorta fixed them and after we purchased the building in 2000 (IAW was suppose to turn off the street valves--they didn't and 300 gals per min gushed through and under our building till I tracked down the supr to come and turn it off damaged all of the insulation and flooded under it and the garages IAW's response--oops. This supervisor said the same thing about the hydrant--it was too small now and too close to do us any good the University st was all we needed.

3 2002 visited by the fire marshall they said we needed to keep the hydrant because Gaslight did not have any and this was the closest one to their back buildings I said OK but I was not paying the \$15.00/month fee PLUS the \$3.00 per unit per month that was already being charged and IAW owed me money back for the 4 years I had paid for something the neighbors would use.

He laughed and said good luck--once they get your money you never get it back.

Nothing in writing just common sense Just because something was OK in the 70s & 80s doesn't mean it is OK now. We have 2 University st hydrants Gaslight & International Place has NONE....both are on our property (one installed legally one installed illegally on private property without consent including running under our property--what are going to do IF I sit a building on it?)

submitted August 3, 2003

Jody Kimbrell

----- Original Message -----

01/01/2003

ILLINOIS-AMERICAN WATER COMPANY
RESPONSE TO KIMBRELL REALTY, INC.

DATA REQUEST NUMBER 1.1

Person Responsible:	Kevin F. Hillen
Title:	Manager-Northern Division
Phone No.:	309-671-3701
Date Received:	August 21, 2003
Docket No.:	03-0304

1.1. Illinois-American Water @ [sic] the fire Marshall of Peoria needs to provide the inspection dates of said hydrants in both complexes and attest to their usability by the fire department.

RESPONSE Illinois-American does not inspect privately-owned fire hydrants, including those located within the Gaslight or International Place apartment complexes. The Company's responsibility for fire protection ends at the fire service connection which is located at the Company's water main. In the case of these fire service connections, the connections are located on University Avenue.

The Company contacted the Peoria Fire Department and requested any information the Department had on this matter. Greg Walters of the Department advised the Company that the Department does not inspect private fire hydrants unless the customer requests such an inspection. Neither Gaslight nor International Place apartment complexes have requested a flow test of the private fire hydrant system. Further, he stated that the Department has adopted the International Fire Code, 2000 edition. Section 508.5.3, Fire Service Mains and Water Tanks, of this Code provides that private fire hydrants are to be inspected by the private hydrant customer annually and after each use. Thus, inspection is the responsibility of each apartment complex itself and any records of inspections would have to be obtained by you from the owners of the services.

STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION

Kimbrell Realty Inc. -vs- Illinois-American Water Company	Complaint as to charges in
Peoria, Illinois)))) Docket 03-
0304	

**FIRST DATA REQUEST OF
ILLINOIS-AMERICAN WATER COMPANY
TO KIMBRELL REALTY INC.**

This is the First Data Request of Illinois-American Water Company ("Illinois-American") to Kimbrell Realty Inc. ("Kimbrell"). The items herein are directed to Ms. Jody Kimbrell.

INSTRUCTIONS

1. **Definitions**

"Illinois-American" or "IAWC" means Illinois-American Water Company.

"Commission." The term "Commission" means the Illinois Commerce Commission.

"Documents." The term "Documents" includes any and all memoranda, correspondence, reports, surveys, comparisons, tabulations, charts, books, pamphlets, computer runs or analyses, studies, workpapers, portions of texts, regulatory commission orders, rules, regulations and/or testimony, calendar; check; circular; coding form; communication (intra- or intercompany); computer printout; computer-readable form; contract; copy, data base; diary; display; draft of any document; drawing; e-mail; film; film transparency; flyer; forecast; graph; index; instruction; instruction manual or sheet; invoice; job requisition; letter; license; magnetic media of all kinds (including, but not limited to, disks, tapes, or other media) containing computer software with supporting indices, data, documentation, flow charts, comments, object code, source code, and computer programs relating thereto; manual; map; minute; newspaper or other clipping; note; notebook; opinion; pamphlet; paper; periodical or other publication; photograph; price list; print; printed circuit board; promotional literature; receipt; record; recorded Read-Only-Memory (ROM); recording; report; solicitation; statement; statistical compilation; stenographic notes; study; summary (including any memoranda, minutes, notes, records, or summary of any (a) telephone or intercom conversation or message, (b) personal conversation or interview, or (c) meeting or conference); telegram; telephone log; travel or expense records; video recording; video tape; voice recording; voucher; worksheet or working paper; writing or other handwritten,

Jody Kimbell

From: "Jody Kimbell" <jody513@bwsys.net>
To: <pbarnett@illinoisamerican.com>
Sent: Saturday, August 02, 2003 4:13 PM
Subject: Illinois American v Kimbrell Realty, Inc

FIRST DATA REQUEST OF KIMBRELL REALTY, INC.
TO ILLINOIS AMERICAN WATER COMPANY

Directed to: MARY SULLIVAN as representing ILLINOIS AMERICAN WATER CO.

- 1) Please disclose how many fire hydrants are within the complexes of GASLIGHT AND INTERNATIONAL PLACE APARTMENTS and when Illinois American Water took over the water services for each complex.
- 2) What methods are used by both complexes for fire service.
- 3) When were the University St hydrants installed (including the one Illinois American Water installed on our upper lot--14-17-126-017) which include water lines running under our owned lots from hydrant to both Gaslight & International Place apartments.
- 4) Request the amounts that has been paid by Kimbrell Realty, Inc. PLUS the totals collected on each unit since June of 1997.
- 5) Request the written policy of Illinois American Water on how they charge other apartment complexes and how other individual addresses are charged for fire service.
- 6) In comparison to the private fire hydrant, to the University St hydrant--what is the water flow on both.

TIMING OF RESPONSES

Provide responses to Jody Kimbrell Kimbrell Realty, Inc.
6608 N University St Peoria, IL 61614

CLAIMS OF PRIVILEGE

If any document is withheld under any claim of privilege, furnish a list identifying each document and reason why document is being withheld.

FORMAT

State each question and response on a separate page.

printed, reproduced, recorded, typewritten, or otherwise produced graphic material from which the information required may be obtained.

1. **Timing of Responses.**

3)

Provide responses to this First Data Request by August 15, 2003. Responses should be directed to Mary G. Sullivan, Assistant Corporate Counsel and Assistant Secretary, Illinois-American Water Company, 300 N. Water Works Drive, P. O. Box 24040, Belleville, Illinois 62223-9040.

1. **Claims of Privilege.**

4)

If any document is withheld under any claim of privilege, furnish a list identifying each document for which privilege is claimed, together with the following information: date, author(s), recipient(s) of copies, subject matter of the document, and the basis upon which such a privilege is claimed.

1. **Format.**

5)

State each question and response on a separate page.

DIRECTED TO
JODY KIMBRELL
(Docket 03-0304)

1. Has anyone from any fire department advised you that the private fire hydrant located on the Jeth Court premises would not be utilized for fire protection for Jeth Court? If the answer is in the affirmative, please state the name and title of the individual(s) who made the statement; the date on which it was made; and the specifics of the statement. If you have any correspondence to or from the fire department addressing this issue, please provide a copy.

ILLINOIS-AMERICAN WATER COMPANY
RESPONSE TO KIMBRELL REALTY, INC.
DATA REQUEST NUMBER 1

Person Responsible:	Kevin F. Hillen
Title:	Manager-Northern Division
Phone No.:	309-671-3701
Date Received:	August 4, 2003
Docket No.:	03-0304

1. Please disclose how many fire hydrants are within the complexes of GASLIGHT AND INTERNATIONAL PLACE APARTMENTS and when Illinois American Water took over the water services for each complex.

RESPONSE Gaslight Apartments:

The apartment complex, located at 6516 N. University, is served by a combined 8" fire/domestic main. The combined main extending through the complex is privately owned (i.e., it is not owned by Illinois-American). To the best of Illinois-American's knowledge, Gaslight Apartments has six (6) private hydrants in the complex.

International Place Apartments:

This apartment complex, located at 6500 N. University, is served by an 8" combined fire main. The combined main extending through the complex is privately owned (i.e., it is not owned by Illinois-American). To the best of Illinois-American's knowledge, International Place Apartments has two (2) private hydrants.

ILLINOIS-AMERICAN WATER COMPANY
RESPONSE TO KIMBRELL REALTY, INC.
DATA REQUEST NUMBER 2

Person Responsible:	Kevin F. Hillen
Title:	Manager-Northern Division
Phone No.:	309-671-3701
Date Received:	August 4, 2003
Docket No.:	03-0304

2. What methods are used by both complexes for fire service.

RESPONSE As discussed in response to data request number 1, both complexes have private fire service. Both complexes pay charges consistent with the Company's Illinois Commerce Commission approved tariffs. These tariffs are the same as the tariffs that apply to the Kimbrell Realty complex.

ILLINOIS-AMERICAN WATER COMPANY
RESPONSE TO KIMBRELL REALTY, INC.
DATA REQUEST NUMBER 3

Person Responsible:	Kevin F. Hillen
Title:	Manager-Northern Division
Phone No.:	309-671-3701
Date Received:	August 4, 2003
Docket No.:	03-0304

3. When were the University St hydrants installed (including the one Illinois American Water installed on our upper lot--14-17-126-017) which include water lines running under our owned lots from hydrant to both Gaslight & International Place apartments.

RESPONSE The hydrant north of Jeth Court on the west side of University was installed in August 1969. The two hydrants south of Jeth Court on the east side of University were installed in August 1976. The connections for the Gaslight and International Place complexes are located near the connection for the hydrants on the east side of University. The hydrants for the apartment complex located at 6516 N. University were installed in 1969. The hydrants for the apartment complex located at 6500 N. University were installed in 1976. These taps and hydrants were originally installed in University Avenue right-of-way. In 1982, University Avenue was realigned and a tract of this right-of-way vacated by the County Board. The County Board vacation resolution provides for a right-of-way and easement for any existing public utility facility for maintenance, renewal, and reconstruction.

ILLINOIS-AMERICAN WATER COMPANY

RESPONSE TO KIMBRELL REALTY, INC.

DATA REQUEST NUMBER 4

Person Responsible:	Kevin F. Hillen
Title:	Manager-Northern Division
Phone No.:	309-671-3701
Date Received:	August 4, 2003
Docket No.:	03-0304

4. Request the amounts that has(sic) been paid by Kimbrell Realty, Inc. PLUS the totals collected on each unit since June of 1997.

RESPONSE It is Company policy to respect the privacy of our customers. The Company does not provide customer account information to third parties unless in response to a subpoena, or if a customer signs a release.

With regard to amounts listed in the name of Kimbrell Realty, Inc., billing would have been consistent with Commission approved tariffs. Pursuant to Commission regulations, the Company is required to maintain customer account information for two years. Attached is a spread sheet of account information listed in the name of Kimbrell Realty or Jodi Kimbrell. The bills would have included water usages, public fire and private fire charges.

ILLINOIS-AMERICAN WATER COMPANY
RESPONSE TO KIMBRELL REALTY, INC.

DATA REQUEST NUMBER 5

Person Responsible:	Kevin F. Hillen
Title:	Manager-Northern Division
Phone No.:	309-671-3701
Date Received:	August 4, 2003
Docket No.:	03-0304

5. Request the written policy of Illinois American Water on how they charge other apartment complexes and how other individual addresses are charged for fire service.

RESPONSE The Company charges are consistent with the Illinois Commerce Commission approved tariffs. Copies of the relevant tariff sheets are attached.

APPLICABLE TO ALL TERRITORY SERVED EXCLUDING THE LINCOLN DISTRICT (T)

CLASSIFICATION OF SERVICE

PRIVATE FIRE SERVICE

Available For

Private Fire Service in the areas indicated, except where service is provided under the terms and conditions of agreements approved by the Commission.

Monthly Rates

The rates for Private Fire Service are based upon the size of the service, and no additional charges will be made for fire hydrants, sprinklers, hose connections, or standpipes connected to and supplied by such private fire services.

<u>Size of Service</u>	<u>Southern Division</u>	<u>Pekin District</u>	<u>Peoria District</u>
2 1/2-inch Diameter & smaller	\$ 5.00	\$12.00	\$ 5.00
3-inch Diameter	6.00	12.00	6.00
4-inch Diameter	8.00	12.00	8.00
6-inch Diameter	14.00	27.00	14.00
8-inch Diameter	25.00	47.00	25.00
10-inch Diameter	41.00	74.00	41.00
12-inch Diameter	64.00	107.00	64.00
16-inch Diameter	130.00		130.00

Available For

Private Fire Service in the territory served by the Company, excluding the Lincoln District, except where service is provided under the terms and conditions of agreements approved by the Commission. (T)
(T)

Fire hydrants on private property for fire protection with fittings for hose, not over 2-1/2-inches in diameter, but including steamer nozzle, and not served by a regular fire service connection.

<u>Southern Division</u>	<u>Pekin District</u>	<u>Peoria District</u>
\$ 14.00	\$ 27.00	\$ 14.00

Issued: February 27, 2003

Effective: April 13, 2003

Issued by: T. L. Gloriod, President
300 North Water Works Drive
Belleville, Illinois 62223

ILLINOIS-AMERICAN WATER COMPANY
RESPONSE TO KIMBRELL REALTY, INC.
DATA REQUEST NUMBER 6

Person Responsible:	Kevin F. Hillen
Title:	Manager-Northern Division
Phone No.:	309-671-3701
Date Received:	August 4, 2003
Docket No.:	03-0304

6. In comparison to the private fire hydrant, to the University St hydrant--what is the water flow on both.

RESPONSE The flow test for the hydrant on University Avenue is 1,280 gallons per minute at 80 lbs. static pressure and 76 lbs. residual. The Company does not have any information regarding the flow of the private hydrants. Since they are private hydrants, the Company does not maintain flow information for those hydrants.

CLASSIFICATION OF SERVICEPUBLIC FIRE SERVICEFOR METERED GENERAL WATER SERVICEAvailable For

Public Fire Service in the areas indicated, except where service is provided under the terms and conditions of agreements approved by the Commission.

Monthly Charge

All metered general water service Customers located in a municipality or fire protection district in which public fire hydrants are connected to Company's water mains shall pay a Public Fire Service Charge in the amount as set forth below, such charge being in addition to the rates and charges set forth elsewhere in this tariff for metered general water service.

Municipality or Fire District

	<u>5/8"</u>	<u>3/4"</u>	<u>1"</u>	<u>1-1/2" & Larger</u>
<u>Alton District</u>				
City of Alton	\$1.75	\$2.63	\$4.38	\$ 8.75
Godfrey Fire District	1.35	2.03	3.38	6.75
Quarry Elsay Fire District	2.41	3.62	6.03	12.05
Fosterburg Fire District	1.45	2.18	3.63	7.25
<u>Cairo District</u>				
City of Cairo	\$4.88	\$7.32	\$12.20	24.40
<u>Pekin District</u>				
City of Pekin	\$2.40	\$3.60	\$6.00	\$12.00
Normandale Fire District	2.02	3.03	5.05	10.10
Brush Hill Fire District	3.50	5.25	8.75	17.50
Schaeferville Fire District	3.25	4.88	8.13	16.25
Tremont Fire District	3.66	5.49	9.15	18.30
<u>Peoria District</u>				
City of Peoria	\$2.62	\$3.93	\$6.55	\$13.10
Village of Bartonville	2.07	3.11	5.18	10.35
Limestone Fire District	1.32	1.98	3.30	6.60
Tuscarora Fire District	5.60	8.40	14.00	28.00
West Peoria Fire District	1.07	1.61	2.68	5.35
Dunlap Fire District	3.99	5.99	9.98	19.95
Chillicothe Fire District	1.57	2.36	3.93	7.85
Logan-Trivoli Fire District	.96	1.44	2.40	4.80

Issued: February 27, 2003

Effective: April 13, 2003

Issued by: T. L. Gloriod, President
300 North Water Works Drive
Belleville, Illinois 62223

FEB 27 2003

KIMBRELL REALTY (or Jodi Kimbrell)

Address	Name	Billing Date From	To	Amount Billed	Account Status	C/O Amount	Current Bill
1327 W Jeth Ct	Kimbrell Realty	6/27/2003	Present	\$ 35.78	Active		\$ 18.53
1300 W Jeth Ct	Kimbrell Realty	8/6/2001	Present	\$ 374.49	Active (Fire Service)		\$ 304.44
1300 W Jeth Ct B	Kimbrell Jodi	3/25/2002	7/30/2002	\$ 124.09	Charged Off	\$ 117.07	
1341 W Jeth Ct	Kimbrell Realty	11/29/2001	12/19/2001	\$ 133.51	Charged Off	\$ 125.02	
1308 W Jeth Ct	Kimbrell Realty	8/30/2001	10/4/2001	\$ 127.87	Charged Off	\$ 53.51	
1308 W Jeth Ct	Kimbrell Realty						
1305 W Jeth Ct	Kimbrell Realty	11/3/2000	2/28/2001	\$ 18.22	Charged Off	PD	
1322 W Jeth Ct	Kimbrell Realty	1/10/2001	2/17/2001	\$ 19.95	Charged Off	PD	
1333 W Jeth Ct	Kimbrell Realty	2/12/2001	2/19/2001	\$ 107.53	Charged Off	PD	
1314 W Jeth Ct	Kimbrell Realty	3/15/2001	5/21/2001	\$ 15.53	Finale		
1310 W Jeth Ct	Kimbrell Realty	7/30/2001	8/13/2001	\$ 132.66	Finale		
1300 W Jeth Ct	Kimbrell Realty	6/26/2000	1/11/2001	\$ 111.87	Finale		
1329 W Jeth Ct	Kimbrell Realty	8/28/2000	11/1/2000	\$ 6.31	Finale		
1320 W Jeth Ct	Kimbrell Realty	1/9/2001	6/29/2001	\$ 28.71	Charged Off	PD	
1308 W Jeth Ct	Kimbrell Realty	11/28/2000	6/29/2001	\$ 66.58	Charged Off	PD	
				<u>\$ 1,303.10</u>			
						<u>\$ 295.60</u>	<u>\$ 322.97</u>

Billed	\$ 1,303.10	
Outstanding	\$ 322.97	
Charged Off	\$ 295.60	
Actually Paid	<u>\$ 684.53</u>	52.5%
between 6/26/2000 and present		

STATE OF ILLINOIS

ILLINOIS COMMERCE COMMISSION

In The Matter of the Formal Complaint
of Jody Kimbrell of Kimbrell Realty, Inc.

)
)
)

Docket No. 03-0304

**ANSWER OF ILLINOIS-AMERICAN WATER COMPANY
TO FORMAL COMPLAINT**

Illinois-American Water Company ("Illinois-American" or the "Company"), by and through its attorneys, Sue A. Schultz and Mary G. Sullivan, for its answer to the formal complaint filed by Jody Kimbrell of Kimbrell Realty, Inc., states:

1. Illinois-American is a duly incorporated company, incorporated under the laws of the State of Illinois on August 15, 1916, and is duly authorized to do business in the State of Illinois. It is a public utility within the meaning of the Act of the General Assembly of the State of Illinois entitled "An Act Concerning Public Utilities", approved June 29, 1916, and enforced July 1, 1921, as amended, and is now engaged in the business of furnishing potable water service to the public of the State of Illinois.

2. Illinois-American provides water and sanitary sewer service in several counties in Illinois, including certain areas in Peoria County.

3. Jody Kimbrell executed an application for private fire protection service on October 5, 1997 for Jeth Court apartments ("JCA"). See attached Exhibit 1, a copy of the "Agreement". A copy of the executed agreement was sent to Ms. Kimbrell and to the City of Peoria Fire Department. See Exhibit 2 attached hereto, correspondence to Kimbrell and Fire Department.

4. As a part of Illinois-American's Commission approved tariffs for the Peoria area, Illinois-American charges a public fire protection charge for all domestic water service. See attached tariff sheet No. 22, page 3, attached as Exhibit 3.

5. A private fire protection service fee is also a part of the Company's approved tariffs. See attached as Exhibit 4 tariff sheet No. 22, page 2. These fees apply to facilities which have installed a private fire protection system.

6. The apartment units in JCA are each separately metered and billed for domestic water service.

7. Each, therefore, is subject to the tariff charge for public fire service.

8. Pursuant to the Agreement, JCA also pays for additional private fire protection service

9. In April 2002, Illinois-American confirmed with the Chief of the Fire Prevention Department of the City of Peoria that the private fire hydrant at JCA is a valuable piece of fire fighting equipment and must remain in service. See correspondence and dictation of voicemail message regarding this issue, attached as Exhibit 5.

10. Based on the foregoing both private and public fire protection charges are valid and applicable to JCA.

11. The main, services and shutoff boxes are owned by the complainant. The shutoff box lids have been modified such that some are difficult to open. In addition, the JCA parking lot, where the shutoff boxes are located, was covered with new blacktop. The blacktop was laid so close to the lids of the shutoff boxes that it difficult to open them. In the past, Illinois-American's employees attempted to open the stop box caps with a hammer. Complainant objected to Illinois-American servicemen operating the shutoff boxes and threatened to have the servicemen arrested. In response to complainant's concerns regarding damage to boxes and pavement, Illinois-American instructed its employees to cease this practice. Illinois-American no longer terminates service but rather takes a final read on the meter and finals the account but service is not disconnected.

12. Pursuant to Commission approved tariffs, all metered general water service customers shall pay a customer charge based upon the size of the meter installed. See tariff sheet No. 22, page 1, attached as Exhibit 6.

13. Previously the complainant would have water service transferred into her name between tenants. When this occurred, the Complainant was responsible for both the customer and usage charges for such apartments.

14. Complainant advised Illinois-American that she should not have to pay the customer charge but only for water usage because she owns the water mains. This was incorrect under the approved tariffs. At one point complainant had several delinquent accounts.

15. In an effort to resolve the issue, Illinois-American wrote a number of the delinquent bills off.

16. Since that time, when a tenant moves, service has not been disconnected and complainant has not put service in her name during the period the apartment unit is vacant.

Since Illinois-American provides Ms. Kimbrell with standard water service consistent with the terms and charges contained in its tariffs approved by the Illinois Commerce Commission, Illinois-American does not believe that it can make the changes requested by complainant.

Respectfully submitted,

ILLINOIS-AMERICAN WATER COMPANY

By: 

Mary G. Sullivan
Associate Corporate Counsel

ATTORNEYS FOR ILLINOIS-AMERICAN:

Sue A. Schultz, General Counsel
Mary G. Sullivan, Associate Corporate Counsel
Illinois-American Water Company
300 North Water Works Drive
Belleville, IL 62223
Phone: (618) 239-2225

STATE OF ILLINOIS

ILLINOIS COMMERCE COMMISSION

In The Matter of the Formal Complaint
of Jody Kimbrell of Kimbrell Realty, Inc.

)
)
)

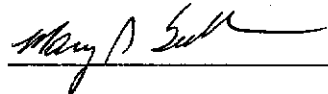
Docket No. 03-0304

CERTIFICATE OF SERVICE

I, Mary G. Sullivan, do hereby certify that copies of the attached Answer of Illinois-American Water Company to Formal Complaint have been served upon the following, via UPS overnight delivery, this 28th day of May, 2003:

Ms. Jody Kimbrell
Kimbrell Realty, Inc.
6608 N. University St.
Peoria, IL 61614

Ms. Elizabeth Rolando, Chief Clerk
Illinois Commerce Commission
527 E. Capitol Avenue
Springfield, IL 62701



Contract No. 83
 Work Order No. A3319
 Service No. 50916

APPLICATION FOR PRIVATE FIRE PROTECTION SERVICE

This Application made in triplicate this 5th day of October, 1997, by Jody Kimbrell (a corporation of the State of N/A), hereinafter called the "Applicant", to Illinois-American Water Company a corporation of the State of Illinois, hereinafter called the "Company".

The Applicant, upon the terms and conditions hereinafter set forth, hereby applies to the Company for private fire protection service consisting of a (6") six inch service pipe at 1300 W. Jeth Ct. in the City Peoria for the purpose of attaching to said service pipe the following fixtures:

<u>37</u>	<u>Domestic Services</u>
<u>1</u>	<u>Private Fire Hydrant</u>

all of which are to be located within or upon the premises of the Applicant.

Applicant agrees to be bound by all the terms and conditions of this Application and of the Company's rules, regulations and conditions of service as they presently exist or as they may hereafter be modified, altered or changed from time to time, and to pay the Company for the private fire protection service applied for herein at the schedule of rates in effect from time to time during the rendition of such service.

The further terms and conditions which are binding upon acceptance of this application by the Company are as follows:

FIRST: That this Application and the acceptance thereof by the Company is subject to the prior approval of the fire department having jurisdiction of the premises to be served.

SECOND: That the entire private fire protection service system on Applicant's premises shall be subject to the inspection, test and approval of the Company, and the Company shall have the right to enter the premises of the Applicant at any reasonable time for the purpose of making such inspections as it may deem necessary, and to attach any testing device or use any means which it may elect to ascertain the condition of the service pipe and appurtenances and the uses made of same.

THIRD: That the connection to the Company distribution main will be installed and maintained by the Company at the cost and expense of the Applicant, and the Applicant shall, at his own cost and expense, install and maintain the service pipe from the Company's distribution main to the property line, except that where the service pipe and/or connection are on private property over which the Company does not have an easement or right of way, said service pipe and/or connection shall be installed and maintained by and at the cost and expense of the Applicant, but subject to the approval and inspection of the Company.

FOURTH: That a valve of a design approved by the Company shall be installed on said service pipe at or near the supplying distribution main, at a location specified or approved by the Company, and for its use. Such valve shall be installed and maintained by the Company but at the cost and expense of the Applicant, except that where the valve is on private property over which the Company does not have an easement or right of way, said valve shall be installed and maintained by and at the cost and expense of the Applicant.

FIFTH: That a fire line meter or detector device approved by both the Company and the fire underwriters, will be required on the service at a location approved by the Company. Such meter or device shall be installed and maintained by and at the cost and expense of the Applicant, but subject to the inspection and approval of the Company. The by-pass meter only, used with a detector device, shall be furnished, installed and maintained by the Company at its cost and expense.

SIXTH: That any vault which may be constructed to house the fire line meter or detector device, and related valves and fittings, shall be constructed and maintained by and at the expense of the Applicant, but subject to the prior approval and inspection of the Company.

SEVENTH: That all hydrants and other fixtures connected to the fire protection service system shall be kept closed and sealed, and not opened or used except during time of fire or testing. Upon extinguishment of such fire or following each test, the Applicant shall immediately close such fixtures and notify the Company, so that they may be sealed. Whenever a private fire protection service system is to be tested, the Applicant shall notify the Company at least one week in advance of such proposed test, requesting approval of the day and hour on which it is to be made.

EIGHTH: That no anti-freeze or other chemical or agent shall be introduced in sprinkling systems or in any pipe, fixture, appurtenance of other portion the Applicant's private fire protection service system.

NINTH: The Applicant understands and agrees that the extent of the rights of the Applicant under this Application is to receive, but only at time of fire on said premises, such supply of water as shall then be available and no other or greater quantity. The Applicant further acknowledges and agrees that the Company shall not be considered in any way or manner an insurer of property or persons, or to have undertaken to extinguish fire or to protect any persons or property against loss or damage by fire, or otherwise, and that the Company shall be free and exempt from any and all claims for damages on account of any injury to property or persons by reason of fire, water, failure to supply water or pressure, or for any other cause whatsoever.

TENTH: That this Application does not contemplate uses of fixtures other than those herein stated. Any waste of water or use of water through this connection for purposes other than testing or the extinguishment of fire shall be deemed a violation of the terms and conditions of this Application and of the rules, regulations and conditions of service of the Company.

ELEVENTH: That if private fire hydrants are included as part of this Application, they shall be painted any color other than that adopted by the Company for public fire hydrants.

TWELFTH: That the Applicant shall furnish, attach and make a part hereof, three (3) complete sets of drawings showing the pipes, pumps, valves, hydrants, sprinkler systems, hose outlets and connections, standpipes, tanks, and other openings and appurtenances contemplated in this application. Such drawings, which shall be stamped "APPROVED" by the Insurance Services Office of Illinois or other comparable agency approved by the Company, must also show all other water supply systems and pipe lines and appurtenances which are proposed or which may exist on the premises to be served.

THIRTEENTH: That no pipe, fixtures or appurtenances connected with the private fire protection service served by this Application shall be connected with any pipe, fixtures or appurtenances supplied with water from any other source.

FOURTEENTH: That the Applicant agrees to obtain in advance, the approval of the Company for any change, alteration, addition or deduction contemplated in the pipes, fixtures, openings, appurtenances and uses herein specified.

FIFTEENTH: That the Company has the right to discontinue or disconnect the service pipe herein applied for, and to terminate service under this Application, upon written notice delivered five (5) days in advance by the Company to the Applicant, for failure to pay any bill when due, or for violation of its rules, regulations and conditions of service; and it also has the right to shut-off all or any part of its facilities and discontinue the service without notice when deemed necessary by the Company (i) in emergencies, (ii) for the purpose of making any repairs, alterations, or additions, (iii) to prevent possible contamination through cross-connected facilities of the Application, (iv) to prevent negligent or willful waste of water through the facilities of the Applicant, and (v) where fraudulent use of water has been detected.

SIXTEENTH: That upon acceptance of this Application by the Company and the completion of the installation of the service pipe applied for, this Application shall be in full force and effect as a contract and shall continue as such until canceled by written notice given thirty (30) days in advance by the Applicant to the Company, except as otherwise provided in numbered paragraph Fifteenth above.

IN WITNESS WHEREOF the Applicant has executed this Application on the date first above written.

WITNESS:

May Mayberry

Judy D. Kember

WITNESS:

Kathleen Kindilien

James L. Loran
(Chief of Fire Department)

City of Peoria

APPROVED this 9th day of Oct., 1977.

IN WITNESS WHEREOF, the Company hereby accepts the foregoing Application this _____ day of _____, 19 ____.

WITNESS:

Illinois-American Water Company

Northern Division Manager

ILLINOIS-AMERICAN WATER COMPANY
NORTHERN DIVISION

Work Order No. A3319
Service No. 83
Special Conn. No. 50916

DATA SHEET
PROPOSED FIRE SERVICE INSTALLATION

Name of Applicant: Jody Kimbrell

Service Address: 1300 W. Jeth Ct.

Fire Service Size: 6" Date Service Requested: existing

The following information is required:

1. The building to be served by this Fire Service will be used as: apartment complex
2. The building will be constructed of: N/A
3. The building will have a roof constructed of: N/A
4. There will be -0- sprinkler heads in the building.
5. There will be 1 private fire hydrants in or surrounding the building.
6. There will be -0- hose closets in the building.
7. Fire Pump Data: N/A Maximum G.P.M. at total head.
Low pressure cut-off switch set at P.S.I.
8. The maximum height of the sprinkler heads above ground will be N/A
9. Fire Flow Requirements 500 G.P.M. at 20 P.S.I. residual pressure at the vault or service connection Water Company main.
As required by: Factor Insurance Association .
Factory Mutual .
Other Peoria Fire Department
10. There will be -0- square feet sprinkled.
11. There will be -0- floors in the structure to be protected.
12. Name or Company for which contracts are to be prepared: Jody Kimbrell
 , Incorporated in the State of N/A
13. Three (3) sets of fire protection system plans attached. Yes
No X
14. Contracts to be sent to: Kimbrell Realty, 911 W. Garfield Ave., Bartonville, IL 61607
(Name/Address)
15. Service charges will be effective the date service connection is initiated.

Information By: Jody Kimbrell & Illinois-American Water Co. Date: 10-6-97

Approved: PEORIA Fire Department
(City/District)

By: James [Signature]
Date: 10-9-97

LOCATION University @ Northmoor ILLINOIS-AMERICAN WATER COMPANY

DATE: 12-3-93

Rosemead @ Northmoor
POINT "A" RES. HYDT. NO. C-2956

FLOW TEST

TIME: 10:00 AM

STATIC PRESSURE: 66 PS.I.

POINT "B" FLOW HYDT. NO. C-2951

RESIDUAL PRESSURE: 60 PS.I.

STATIC PRESSURE: 66 PS.I.

PITOT PRESSURE: 58 PS.I.

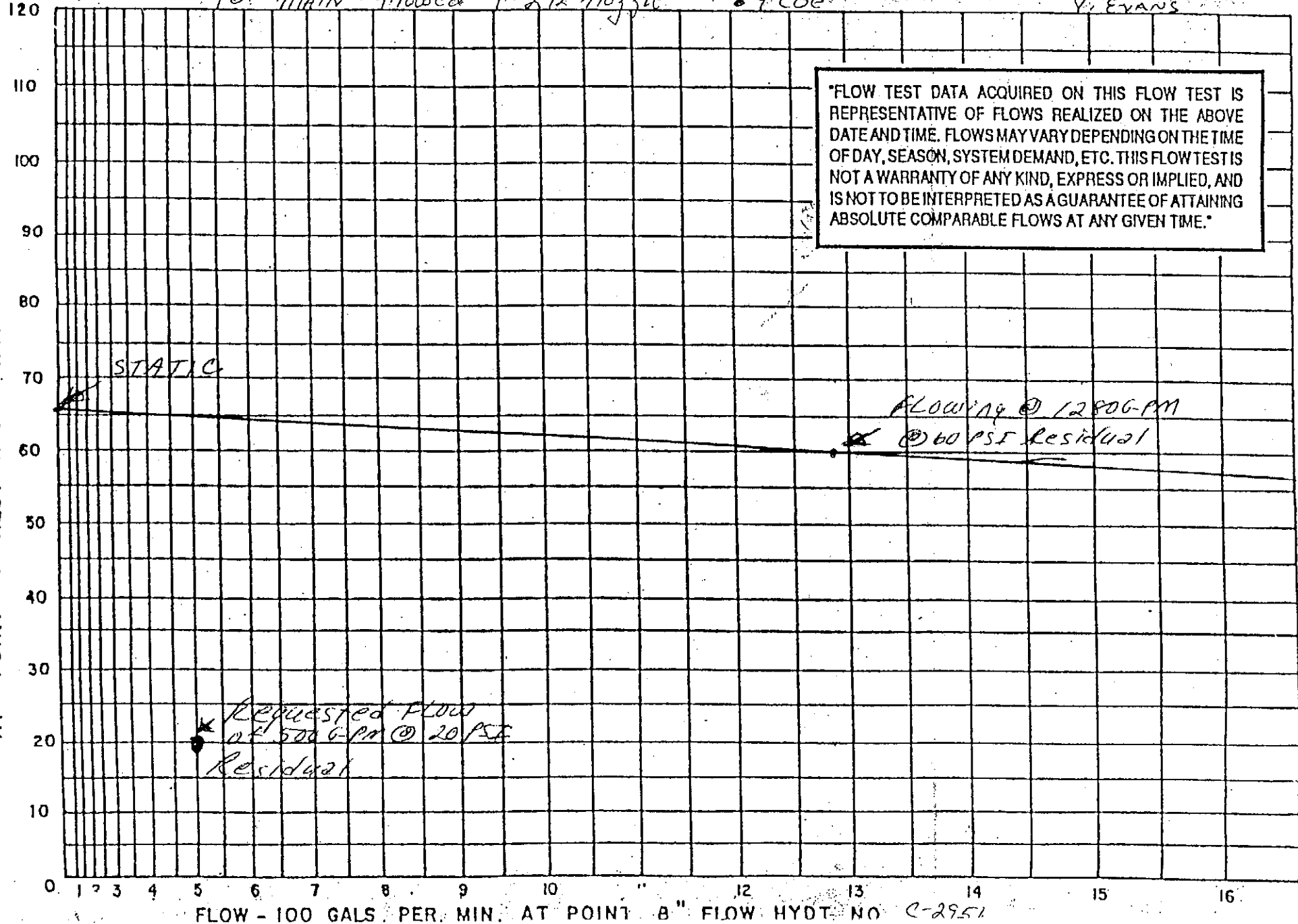
FLOW: 1280 G.P.M.

16" MAIN Flowed 1-2 1/2 Nozzle • 9 COE

F. Evans

STATIC PRESSURE LBS. PER SQ. IN.
AT POINT "A" RES. HYDT. NO. C-2956

"FLOW TEST DATA ACQUIRED ON THIS FLOW TEST IS REPRESENTATIVE OF FLOWS REALIZED ON THE ABOVE DATE AND TIME. FLOWS MAY VARY DEPENDING ON THE TIME OF DAY, SEASON, SYSTEM DEMAND, ETC. THIS FLOW TEST IS NOT A WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AND IS NOT TO BE INTERPRETED AS A GUARANTEE OF ATTAINING ABSOLUTE COMPARABLE FLOWS AT ANY GIVEN TIME."





Illinois-American Water Company

Northern Division • 123 S.W. Washington • Peoria, Illinois 61602
Phone: (309) 671-3701 • Fax: (309) 671-4841

October 6, 1997

Captain Jim Cochran, Fire Inspections
Fire Prevention Bureau
City of Peoria Fire Department
505 N. Monroe Street
Peoria, IL 61603

Dear Mr. Cochran:

Enclosed are the following forms and information pertaining to the 6" Fire Service to 1300 W. Jeth Ct.

Please have the enclosed "Applications" and "Data Sheets" signed by the Fire Chief, witnessed, and return (2) copies to our office at your earliest convenience. The third copy of the Application and other related information may be retained for your files.

If you have any questions, please call me at 671-3701 ext. 113.

Sincerely,

Marj Mayberry

Enc.



Illinois-American Water Company

Northern Division • 123 S.W. Washington • Peoria, Illinois 61602
Phone: (309) 671-3701 • Fax: (309) 671-4841

October 15, 1997

Ms. Jody Kimbrell
911 W. Garfield Ave.
Bartonville, IL. 61607

Dear Ms. Kimbrell:

Enclosed for your files is a fully executed copy of the "Application for Private Fire Protection Service" covering (1) 6" Fire Service at 1300 W. Jeth Court in Peoria.

Sincerely,

Marj Mayberry

Enc.

ILLINOIS-AMERICAN WATER COMPANY
 All Districts (Excluding Lincoln)
 WATER SERVICE

Ill. C. C. No. 22
 Eleventh Revised Sheet No. 3 (T)
 Canceling Eighth Revised Sheet No. 3 (T)

CLASSIFICATION OF SERVICE

PUBLIC FIRE SERVICE

FOR METERED GENERAL WATER SERVICE

Available For

Public Fire Service in the areas indicated, except where service is provided under the terms and conditions of agreements approved by the Commission.

Monthly Charge

All metered general water service Customers located in a municipality or fire protection district in which public fire hydrants are connected to Company's water mains shall pay a Public Fire Service Charge in the amount as set forth below, such charge being in addition to the rates and charges set forth elsewhere in this tariff for metered general water service.

Municipality or Fire District

	<u>5/8"</u>	<u>3/4"</u>	<u>1"</u>	<u>1-1/2" & Larger</u>
<u>Alton District</u>				
City of Alton	\$1.75	\$2.63	\$4.38	\$ 8.75
Godfrey Fire District	1.35	2.03	3.38	6.75
Quarry Elsay Fire District	2.41	3.62	6.03	12.05
Fosterburg Fire District	1.45	2.18	3.63	7.25
<u>Cairo District</u>				
City of Cairo	\$4.88	\$7.32	\$12.20	24.40
<u>Pekin District</u>				
City of Pekin	\$2.40	\$3.60	\$6.00	\$12.00
Normandale Fire District	2.02	3.03	5.05	10.10
Brush Hill Fire District	3.50	5.25	8.75	17.50
Schaeferville Fire District	3.25	4.88	8.13	16.25
Tremont Fire District	3.66	5.49	9.15	18.30
<u>Peoria District</u>				
City of Peoria	\$2.62	\$3.93	\$6.55	\$13.10
Village of Bartonville	2.07	3.11	5.18	10.35
Limestone Fire District	1.32	1.98	3.30	6.60
Tuscarora Fire District	5.60	8.40	14.00	28.00
West Peoria Fire District	1.07	1.61	2.68	5.35
Dunlap Fire District	3.99	5.99	9.98	19.95
Chillicothe Fire District	1.57	2.36	3.93	7.85
Logan-Trivoli Fire District	.96	1.44	2.40	4.80

Issued: February 27, 2003

Effective: April 13, 2003

Issued by: T. L. Gloriod, President
 300 North Water Works Drive
 Belleville, Illinois 62223

FEB 27 2003

ILLINOIS-AMERICAN WATER COMPANY
 BELLEVILLE, ILLINOIS

ILLINOIS-AMERICAN WATER COMPANY
 All Districts (Excluding Lincoln)
 WATER SERVICE

Ill C. C. No. 22
 Ninth Revised Sheet No. 2 (T)
 Canceling Sixth Revised Sheet No. 2 (T)

APPLICABLE TO ALL TERRITORY SERVED EXCLUDING THE LINCOLN DISTRICT (T)

CLASSIFICATION OF SERVICE

PRIVATE FIRE SERVICE

Available For

Private Fire Service in the areas indicated, except where service is provided under the terms and conditions of agreements approved by the Commission.

Monthly Rates

The rates for Private Fire Service are based upon the size of the service, and no additional charges will be made for fire hydrants, sprinklers, hose connections, or standpipes connected to and supplied by such private fire services.

<u>Size of Service</u>	<u>Southern Division</u>	<u>Pekin District</u>	<u>Peoria District</u>
2 1/2-inch Diameter & smaller	\$ 5.00	\$12.00	\$ 5.00
3-inch Diameter	6.00	12.00	6.00
4-inch Diameter	8.00	12.00	8.00
6-inch Diameter	14.00	27.00	14.00
8-inch Diameter	25.00	47.00	25.00
10-inch Diameter	41.00	74.00	41.00
12-inch Diameter	64.00	107.00	64.00
16-inch Diameter	130.00		130.00

Available For

Private Fire Service in the territory served by the Company, excluding the Lincoln District, except where service is provided under the terms and conditions of agreements approved by the Commission. (T)
 (T)

Fire hydrants on private property for fire protection with fittings for hose, not over 2-1/2-inches in diameter, but including steamer nozzle, and not served by a regular fire service connection.

<u>Southern Division</u>	<u>Pekin District</u>	<u>Peoria District</u>
\$ 14.00	\$ 27.00	\$ 14.00

Issued: February 27, 2003

Effective: April 13, 2003

Issued by: T. L. Gloriod, President
 300 North Water Works Drive
 Belleville, Illinois 62223

ILLINOIS-AMERICAN WATER COMPANY
 CANCELLED SERVICE

EXHIBIT 5.1



Illinois-American Water Company

a subsidiary of American Water Works Company, Inc.

April 17, 2002

Kimbrell Realty
Attn: Jodi Kimbrell
6608 N. University

Dear Ms. Kimbrell:

I have returned the water and fire billings, as they were not accompanied with a payment. Please note that the charged off account (\$53.51) we had sent to Creditors Discount and Audit for collection will soon be followed by another charged off account in the amount of \$125.02. For your convenience, I have included a screen print of that account. Your prompt attention to these items will prevent further processing by our collector.

You have also written on the fire bills that the Fire Department will not hook onto your private fire hydrant. You stated that you want the service stopped and a refund for the past billings. I have spoken with Chief Gregory S. Walters, Division Chief of Fire Prevention for the City of Peoria. According to what I learned in that conversation, the private hydrant on your property is considered to be a valid and valuable piece of fire fighting equipment. He will not authorize its removal. He further asked me to remind you that the hydrant must be in operational order at all times, and any necessary repairs and testing are your responsibility, and are to be done at your expense.

Accordingly, we will continue the billings. Payment in full on a timely basis is expected.

Very truly yours,
ILLINOIS-AMERICAN WATER COMPANY

A.E. Smith,
Office Manager

cc: K.F. Hillen, T.M. DeSutter, G.S. Walters



Illinois-American Water Company

a subsidiary of American Water Works Company, Inc.

April 22, 2002

Kimbrell Realty
Attn: Jodi Kimbrell
6608 N. University

Dear Ms. Kimbrell:

I am returning your fire service billing because you did not include payment with it. Be aware that this fire service is required by the City of Peoria. I have spoken with Chief Gregory S. Walters, Division Chief of Fire Prevention for the City of Peoria. He informs me that the fire service (fire hydrant) is indeed required in the City's overall fire protection and prevention plans, and he expects the hydrant to be maintained in proper working order – this had been explained earlier, and I have enclosed another copy of that letter for your convenience.

From the water company's point of view, this means that the bills must be paid. The current monthly charge of \$14.01 (including tax) is still your cheapest route. Any other action we will be required to take will cost you more in the long run.

Please be aware that this is a sincere attempt to collect an outstanding debt. Your cooperation will be appreciated.

Very truly yours,
ILLINOIS-AMERICAN WATER COMPANY

A.E. Smith
Office Manager

cc: K.F. Hillen, T.M. DeSutter, G.S. Walters (Fire Department, City of Peoria)

EXHIBIT 5.3

May 22, 2002

VOICE MAIL RESPONSE BY:

Gregory Walters
Division Chief of Fire Prevention
City of Peoria

RE: Jody Kimbrell's Fire Hydrant Question

"Alan, Greg Walters, Peoria Fire Department. Sorry it's taken me so long to get back to you on this issue with Jeth Court Apartments.

As I've told you in the past, one of our inspectors went out and indeed checked the area out and felt that it fell within our guidelines. In due course, I went out and looked at it myself and I concur with his findings, so this fire hydrant must remain, and I have given this information to Jody Kimbrell via a voicemail and I hopefully will follow that up in a letter to her shortly.

So . . . let you know that the fire hydrant has to remain.

Thanks!"

ILLINOIS-AMERICAN WATER COMPANY
All Districts
WATER SERVICE

Ill. C. C. No. 22
Seventh Revised Sheet No. 1
Cancelling Fifth Sheet No. 1

APPLICABLE TO ALL TERRITORY SERVEDCLASSIFICATION OF SERVICEMETERED GENERAL WATER SERVICEAvailable For

Residential, Commercial, Industrial and Public Service in all territory served by the Company in Illinois, except where service is provided under the terms and conditions of agreements approved by the Commission.

Customer Charge

All metered general water service customers shall pay a Customer Charge based on the size of meter installed (or multiple meters installed--in which case, the charge is based on the total of all meters installed).

Size of Meter	Monthly			(T)	
	Southern Division	Pekin District	Peoria District		
5/8"	\$ 11.52	\$ 10.50	\$ 11.52	(I)	(I)
3/4"	14.65	12.50	14.65	(I)	(I)
1"	21.38	20.50	21.38	(I)	(I)
1-1/2"	47.46	45.50	47.46	(I)	(I)
2"	73.53	70.50	73.53	(I)	(I)
3"	141.33	135.50	141.33	(I)	(I)
4"	235.20	225.50	235.20	(I)	(I)
6"	464.66	445.50	464.66	(I)	(I)
8"	741.05	710.50	741.05	(I)	(I)

Available For

Residential, Commercial, Industrial and Public Service in the areas indicated, except where service is provided under the terms and conditions of agreements approved by the Commission.

Meter Rates

The following shall be the rates for monthly usage and are in addition to the Customer Charge provided for above:

	100 Cubic Feet Per Month	Rate per 100 Cubic Feet			(I)	(I)
		Southern Division	Pekin District	Peoria District		
For the first 30	30	\$2.1870	\$1.3670	\$2.1870	(I)	(I)
For the next 570	570	1.5880	0.5200	1.5880	(I)	(I)
For the next 12,400	12,400	1.1870	0.5000	1.1480	(I)	(I)
For all over 13,000	13,000	1.1410	0.3800	0.9820	(I)	(I)

	1,000 Gallons Per Month	Rate per 1,000 Gallons			(I)	(I)
		Southern Division	Pekin District	Peoria District		
For the first 23	23	\$2.9160	\$1.8227	\$2.9160	(I)	(I)
For the next 427	427	2.1173	0.6933	2.1173	(I)	(I)
For the next 9,300	9,300	1.5827	0.6667	1.5307	(I)	(I)
For all over 9,750	9,750	1.5213	0.5067	1.3093	(I)	(I)

Issued: February 16, 2001

Effective: February 21, 2001

Issued by: T. L. Gloriod, President
300 North Water Works Drive
Belleville, Illinois 62223

(T)

Issued Pursuant to Order in Docket No. 00-0340

DOCUMENT NO.
82-16199

STATE OF ILLINOIS }
County of Peoria } ss. filed for record
HELEN G. BLAIR, County Recorder, on

TO THE HONORABLE COUNTY BOARD
COUNTY OF PEORIA, ILLINOIS

NOV 15 1982

Helen G. Blair

Your Committee on Public Facilities does hereby recommend passage of the following Resolution:

R E S O L U T I O N

WHEREAS, in the improvement of County Highway 52, commonly known as North University Avenue in the Northwest Quarter and Northeast Quarter of Section Seventeen (17), Township Nine (9) North, Range Eight (8) East of the Fourth Principal Meridian, a relocation was made in such a manner that a portion of the right of way previously dedicated and laid out for public road purposes is no longer necessary and the public and economic interest is served by vacation said property; and

WHEREAS, the Peoria County Board is authorized by Illinois Revised Statutes 1977, Ch. 121, § 5-109, to vacate portions of a county highway, subject to the approval of the Department of Transportation, State of Illinois.

THEREFORE, BE IT RESOLVED, that the County Board vacate the part of the right of way no longer needed, described as follows:

That part of the Northwest Quarter and Northeast Quarter of Section 17, Township 9 North, Range 8 East of the Fourth Principal Meridian, Peoria County, Illinois as referenced to the centerline of survey of County Highway No. 52, more particularly described as follows:

Beginning at a point, on the north line of the Northwest Quarter of said section 17, 90.68 feet easterly of and radially distant from centerline of survey station 70+41.26; thence along a nontangent curve to the left an arc distance of 270.72 feet, its chord bears S41°29'29"E, 269.99 feet (Bearings assumed for description only); thence S49°33'21"E, 211.23 feet; thence along a tangent curve to the right an arc distance of 127.37 feet, its chord bears S45°04'56"E, 127.27 feet; thence S67°24'58"E, 147.27 feet; thence S13°46'08"E, 141.78 feet; thence S0°37'48"E, 279.14 feet; thence along a tangent curve to the right an arc distance of 109.31 feet; its chord bears S4°09'48"E, 109.24 feet; thence S0°31'00"E, 303.91 feet; thence S81°22'04"W, 9.75 feet to a point 50.00 feet easterly of and radially distant from centerline of survey station 84+88.44; thence along a nontangent curve to the left an arc distance of 296.00 feet, its chord bears N12°57'32"W, 295.72 feet, to a point 50.00 feet easterly of and radially distant from centerline of survey station 82+00; thence N13°14'06"W, 103.35 feet to a point 60.00 feet easterly of and radially distant from centerline of survey station 81+00; thence along a nontangent curve to the left an arc distance of 206.28 feet, its chord bears N23°17'08"W, 206.19 feet to a point 60.00 feet easterly of and radially distant from centerline of survey station 79+00; thence N33°20'10"W, 103.35 feet to a point 50.00 feet easterly of and radially distant from centerline of survey station 78+00; thence along a nontangent curve to the left an arc distance of 161.26 feet, its chord bears N31°38'34"W, 161.22 feet to a point 50.00 feet easterly of and radially distant from centerline of survey P.C. station 76+42.85; thence N34°00'00"W, 442.36 feet to a point 50.00 feet easterly of and radially distant from centerline of survey P.T. station 72+00.49; thence N16°17'27"W, 154.52 feet to the point of beginning, containing 3.7612 acres, more or less.

82-16199

P143

BE IT FURTHER RESOLVED, that the property, right-of-way and easement of any existing public facility shall be reserved for these facilities for the maintenance, renewal and reconstruction of the same; and

BE IT FURTHER RESOLVED, that the County Clerk of the County of Peoria shall record this action of the County Board in the Office of the Recorder of Deeds within six months after approval has been received from the Department of Transportation; and

BE IT FURTHER RESOLVED, that this Resolution becomes effective upon the approval of the Department of Transportation and in the event the above described tract of land is returned to the abutting property owner; and

BE IT FURTHER RESOLVED, that the County Clerk be directed to transmit two (2) certified copies of this Resolution to the Department of Transportation through its District Engineer's Office at Peoria, Illinois.

State of Illinois, }
County of Peoria }

I, Wm. E. Koepfel, County Clerk, in and for said County of Peoria and State of Illinois, and the keeper of the Records and Seal of said County, do hereby certify that I have compared the foregoing copy of _____

Resolution



with the original record thereof remaining in my office, and have found the same to be a correct transcript therefrom, and of the whole of such original record. In Testimony Whereof, I have hereunto set my hand and the official seal, at

Peoria this 13th day of October, A. D. 1982

William E. Koepfel
County Clerk
By Nancy Honings
Deputy

APPROVED

November 12 1982

Dept. of Transportation

John Monahan
Director of Highways

82-16199

STATE OF ILLINOIS
COUNTY OF PEORIA

